



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2023/B/3603042  
Dated/दिनांक : 22-06-2023

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	20-07-2023 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	20-07-2023 17:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Commerce And Industry
Department Name/विभाग का नाम	Department Of Commerce
Organisation Name/संगठन का नाम	Spices Board India
Office Name/कार्यालय का नाम	Head Office
Item Category/मद केटेगरी	Custom Bid for Services - ----
Contract Period/अनुबंध अवधि	2 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	50 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid

Bid Details/बिड विवरण	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days
Estimated Bid Value/अनुमानित बिड मूल्य	7200000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	144000

**ePBG Detail/ईपीबीजी विवरण**

Required/आवश्यकता	No
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(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

**Beneficiary/लाभार्थी :**

Secretary  
Head Office, Department of Commerce, Spices Board India, Ministry of Commerce and Industry  
(Secretary Spices Board)

**Splitting/विभाजन**

Bid splitting not applied./बोली विभाजन लागू नहीं किया गया

**MII Compliance/एमआईआई अनुपालन**

MII Compliance/एमआईआई अनुपालन	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in

bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

4. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**Introduction about the project /services being proposed for procurement using custom bid functionality:**[1687425898.pdf](#)

**Scope of Work:**[1687425906.pdf](#)

**Service Level Agreement (SLA):**[1687425919.pdf](#)

**Payment Terms:**[1687425928.pdf](#)

**GEM Availability Report ( GAR):**[1687425943.pdf](#)

**Buyers are requested to upload the format for price breakup of the lumpsum offering to be provided by the service provider (Please provide the format if financial upload required is selected as "Yes" while creating Bid):**[1687426244.pdf](#)

**Pre Qualification Criteria ( PQC ) etc if any required:**[1687426271.pdf](#)

**This Bid is based on Quality & Cost Based Selection (QCBS) . The technical qualification parameters are :-**

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document
TECHNICAL EVALUATION STAGE 1	20	12	<a href="#">View File</a>
TECHNICAL EVALUATION STAGE 2	50	30	<a href="#">View File</a>
FINANCIAL EVALUATION	30	1	<a href="#">View File</a>

**Total Minimum Qualifying Marks for Technical Score: 43**

**QCBS Weightage(Technical:Financial):70:30**

**Presentation Venue:SPICES BOARD HEAD OFFICE KOCHI**

**Pre Bid Detail(s)**

Pre-Bid Date and Time	Pre-Bid Venue
11-07-2023 17:00:00	Pre-bid queries will be responded through e-mail (publicity.sb-ker@gov.in) only

**Custom Bid For Services - ---- ( 1 )****Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	----
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>Addon(s)/एडऑन</b>	

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़****Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Prathyush T P	682025,Sugandha Bhavan N.H.By Pass, Palarivattom.P.O Cochin Kerala, India GSTIN - 32AAIAS3118C1Z0	1	N/A

**Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें****1. Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

**2. Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

**Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses

on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाही का आधार होगा।

---Thank You/धन्यवाद---



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BID DETAILS

TECHNICAL EVALUATION

FINANCIAL EVALUATION

EVALUATION

BID AWARDED

### 1. Bid Details

#### GEM/2023/B/3603042 (/showbidDocument/4935227)

**Bid Status:** Active

**Bid Validity (From End Date):**

180 (Days)

**Competent Authority**

**Document:** View

**Bid Start Date / Time:** 22-06-2023 15:32:34

**Bid End Date / Time:** 20-07-2023 17:00:00

**Bid Opening Date / Time:** 20-07-2023 17:30:00

**Contract Duration:** 2 Year (S)

**Consignees / Reporting Officer / Delivery Location(S)**

**EMD:** Required Track EMD ([Https://Bidplus.Gem.Gov.In/Bidding/Track/Trackepbg/4935227](https://bidplus.gem.gov.in/Bidding/Track/Trackepbg/4935227))

**Average Turn Over of Last 3 Years:** 50 Lakh (s)

**Experience with Gov. Required:** Year (s) **Project Experience Required:** Yes

## Buyer Details

**Name:** Nandakumar K P**Ministry:** Ministry Of  
Commerce And Industry**Organisation:** Spices Board  
India**Address:** Nandakumar K  
P,Sugandha Bhavan N.H.By  
Pass, Palarivattom.P.O  
Cochin Kerala, India GSTIN -  
32AAIAS3118C1Z0,ERNAKU  
LAM,682025,India,Kp.Nanda  
kumar2039@Nic.In,KERALA**Department:** Department Of  
Commerce**Office:** Head Office

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Extend Bid

Edit Terms

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**TENDER FOR SELECTION**  
**OF PUBLIC RELATIONS AGENCY**

**Reference No : PUB-PRI/0001/2023-PUBLICITY**

**Dated: 22.06.2023**

**SPICES BOARD**

**(Ministry of Commerce and Industry, Govt. of India)**

**Sugandha Bhavan**

**N.H. By Pass, Palarivattom P.O.**

**Cochin - 682025, Kerala, India**

**Phone: 91-484-2333615**

**Email: [publicity.sb-ker@gov.in](mailto:publicity.sb-ker@gov.in)**

**Website: [www.indianspices.com](http://www.indianspices.com)**

**(Hindi Version Follows)**

**Important Disclaimer:**

While the document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by Spices Board India or any of its employees, in relation to the accuracy or completeness of this document any liability thereof is hereby expressly disclaimed. This notice inviting Tender is not an offer by Spices Board , but an invitation to receive response from eligible interested Public Relation Agencies (PR Agencies)for empanelment of one PR agency having good track record for meeting the public relations requirements of Spices Board India in Print, electronic/ digital and social media. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by Spices Board India with the PR agency. This document should be read in its entirety.

**CONTENTS**

<b>Sl No</b>	<b>Particular</b>	<b>Page No</b>
1	Introduction	4
2	Tender for Selection of Public Relations Agency	6
3	Scope of Work	10
4	Period of Assignment	14
5	Minimum Eligibility Criteria	14
6	Documents Comprising Bid	18
7	Submission of Bids	18
8	Evaluation of Bids	20
9	Opening of Financial Bids and Final Selection	23
10	Fee and Other Charges	24
11	Terms and Conditions	24
12	Disclaimer	37
13	Annexures	
	Annex-1: Pre -bid queries form	38
	Annex-2: Format of Authorisation letter	39
	Annex -3: Declaration	40
	Annex -4: Financial Bid	41
	Annex -5: Letter of indemnity and Undertaking	42
	Annex -6: Format for Declaration	45
	Annex -7: Technical Bid Submission Form	47

## **1. INTRODUCTION**

Spices Board (Ministry of Commerce and Industry, Government of India) is the flagship organization for the development and worldwide promotion of Indian spices. The Board is an international link between the Indian exporters and the importers abroad. The Board has been spearheading activities for excellence of Indian spices, involving every segment of the industry.

Spices Board, the regulatory and export promotion agency for Indian spices, is headquartered in Kochi. Constituted in 1987 under the Spices Board Act, 1986, Spices Board is vested with the responsibility of production and development of Small and Large Cardamom and export promotion of 52 scheduled spices.

The Board has made quality and hygiene the corner stones for its development and promotional strategies. The Board has been strategically planning and implementing various measures to ensure the quality of spices produced in the country such as common processing centres called 'spices parks' for scientific post-harvest management in the major production centres and state-of-the-art quality evaluation laboratories at the major trading centres. The Board has a pan-India presence through its development, marketing, and research wings for development of premium quality spices and its export promotion. Flavourit Spices Trading Limited, an initiative of the Board to take quality spices to the consumers and to facilitate forward integration of spice growers/ societies, has introduced premium spices procured directly from the farmers under the brand 'Flavourit' which is sold through signature stalls named as 'Spices India'.

The multifaceted activities of Spices Board include research, development, and regulation of domestic marketing of Small and Large Cardamom, post-harvest improvement of all spices, promotion of organic production, processing and certification of spices, development of spices in the North East and provision of quality evaluation services. Export promotion of all spices is a key function of the Board, which is carried out through various schemes, programmes and interventions. The Board's responsibilities related to export promotion of spices include quality certification and control, registration of exporters,

collection & documentation of trade information, and provision of inputs to the Central Government on policy matters relating to import & export of spices.

The Board also caters to development and implementation of better production methods, through scientific, technological and economic research, guidance to farmers on getting higher and better-quality yields through scientific agricultural practices, financial and material support to growers, encouraging organic production and export of spices, facilitating infrastructure for processing and value addition, registration and licensing of all spice exporters, assistance for studies and research on better processing practices, fool proof quality management systems, improved grading methods, effective packaging techniques, conducting Buyer Seller Meets for providing a platform for establishing direct linkages between spice exporters and growers.

Production of promotional and educative materials in a variety of media/channels for the benefit of exporters and importers are crucial to the services of Spices Board and it helps exporters and importers in establishing mutual contact. The Board also identifies competent supply sources for specific requirements of importers, forwards foreign trade enquiries to exporters and organizes a common platform for interaction between Indian exporters and international buyers through participation in major international exhibitions, meetings, etc.

## 2. TENDER FOR SELECTION OF PUBLIC RELATIONS AGENCY

Spices Board India is inviting Tenders from reputed, well-established, experienced, professional, and financially sound Public Relations agencies for providing Public Relations and Social Media Services. The tender document with details of technical requirements and terms & conditions is available in **Government e Marketplace (GeM)**

Last date for submission of the bids online via GeM is **20.07.2023, 17.00 HRS**. All bids must be submitted online along with all necessary documents uploaded as PDF, as detailed in the specifications and terms & conditions outlined in the tender document.

The bids are required to be submitted online in two separate parts, i.e., technical bid and financial bid. The technical bid will be opened on or after **21.07.2023 at 17.30 HRS**. The financial bids of bidders whose technical bids get qualified would be opened at a later date.

SECRETARY  
SPICES BOARD, COCHIN

## 2.1. Critical Information

Spices Board India (Ministry of Commerce & Industry, Government of India) desires to appoint one PR agency having good track record for meeting its Public Relations requirements. Marketing & Publicity Department, Spice Board, Head Office, Cochin invites e-tender (technical and financial) for appointing the PR agency for a period of two (02) years. The last date for the submission of bids is **20.07.2023 on or before 5.00 PM.**

All Pre-bid queries will be responded through e-mail ([publicity.sb-ker@gov.in](mailto:publicity.sb-ker@gov.in)) only.

### a. Tender Time Schedule

Date of Publishing Notice Inviting Tender (NIT) on Government e Marketplace (GeM)	22.06.2023
Last date for receipt of pre-bid queries	11.07.2023, 17.00 HRS Pre-bid queries will be responded through e-mail ( <a href="mailto:publicity.sb-ker@gov.in">publicity.sb-ker@gov.in</a> ) only
Last date for issuing clarifications to pre-bid queries by Spices Board India	12.07.2023 Clarification will be available on the website of Spices Board ( <a href="http://www.indianspices.com">www.indianspices.com</a> ).
Last date and time for receipt of bids	20.07.2023 17.00 HRS (IST)
Time & date of opening of technical bids	On of after 20.07.2023 17.30 HRS
Notification of eligible bidders for presentation	24.07.2023
Presentation by eligible bidders	28.07.2023

**b. Tender Details**

Spices Board India invites e-tender and all prospective bidders interested to bid must apply online through Government e Marketplace (GeM). The bidder shall submit two separate e-bids for the technical bid and financial bid. The details are given below:

Tender Reference No and Date	NO: PUB-PRI/0001/2023- PUBLICITY Dated: 22.06.2023
Tender for	Selection of Public relations (PR) Agency
Earnest Money Deposit (Refundable)	Remittance of ₹1,44,000/- (Rupees One Lakh Forty-Four Thousand Only) to Spices Board India account (Account details is given below). The UTR number for this transaction must be indicated in the Bid Document.  Or as Demand Draft drawn in favour of Secretary, Spices Board payable at Cochin.
Spices Board India Account Details	<b><u>Account Details for payment of EMD</u></b> Account Number - 7176002100002354 Account Name - Spices Board Receipt Bank Name - Punjab National Bank Branch - Vennala, Kochi IFS Code - PUNB0717600
Contact Numbers	Shri Prathyush T.P., Deputy Director 0484 2333610, Extn: 259/226/263
Email	<a href="mailto:publicity.sb-ker@gov.in">publicity.sb-ker@gov.in</a>
No. of e-bid documents to be submitted online	1. Technical Bid+ EMD (UTR No. & date/Demand Draft) + necessary supporting documents  2. Financial Bid



**Note:**

- Before bidding, the bidders are requested to carefully examine the tender notice and the terms and conditions specified therein. Bidders should notify Spices Board India for any error, omission or discrepancy found in this tender notice before last date and time for queries. If any bidder requires any clarification on this tender notice, they may notify Spices Board India in writing by email at the mailing address indicated in the RFP as per the pre-bid query format given in the **Annexure-I**
- Spices Board makes no warranty, express or implied, and shall incur no liability whatsoever under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this tender notice. Spices Board may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this tender inviting notice.
- All costs and expenses (whether, in terms of time or money) incurred by the bidders in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations and for providing any additional information required by Spices Board, will be borne entirely and exclusively by the bidders.
- The bidders must conduct their own investigation and analysis regarding any information contained in this notice inviting tender document and the meaning and impact of that information.
- Bids (Technical & Financial) must be submitted at the same time within the time period specified in this notice inviting tender document.
- Spices Board India reserves the right to accept or reject in part or full any or all the offers without assigning any reasons whatsoever. No further discussion/interface will be entertained with bidders whose bids have been technically disqualified. Financial Bids will be opened in the Government e Marketplace (GeM) and made available there for viewing. Bidders' representatives who wish to attend the financial bids opening may

write to Spices Board India. No separate intimation will be given in this regard to the agency/bidder for deputing their representatives. However, the date and time for opening of financial bid shall be intimated separately by phone or e-mail

- The representative/s has/have to submit an authority letter duly signed by the agency/bidder, authorizing him to represent and attend the bid opening on behalf of the agency/bidder. The format of the authorization letter is given in **Annexure-II**

### **3. SCOPE OF WORK**

- Conceptualization and implementation of a thorough PR plan and strategy for enhancing the awareness, visibility and reach of Spices Board & Indian Spices among its various stakeholders across the world. The agency should build, protect and enhance the reputation, goodwill and media presence of Spices Board.
- Development and dissemination of information regarding the major initiatives, achievements, events and programmes of Spices Board across various national/regional media vehicles such as print, electronic, digital and other modes of communication. The agency is expected to bring in novel ideas, programmes and strategies in the PR activities of the Board.
- To find the positive messages from the spice industry and translate those messages into positive media stories.
- Track news related to the spice industry both in domestic and international media to understand the trends and developments.
- To maintain a rapport with the press, electronic, digital and social media and to organize events such as press meets, briefings, open house, interviews, talk shows, bloggers trips etc. as and when asked by the Board. The PR agency is expected to act as the link between the media and the Board in all its publicity and public relations activities.
- Media management of various seminars, exhibitions, and other events organized by the Board and tracking of online, print and electronic coverage for submission of compiled media tracking reports with cost analysis.
- Capacity for crisis management – The PR Agency shall help to cope up with any adverse publicity, affecting Spices Board/Indian spices/stakeholders. Agency shall share a specified Plan of Action (PoA) for the same.
- To develop and implement an effective public relations and social media strategy for

the Board keeping in mind the key stakeholders. The agency shall raise the visibility and awareness of the Board through unpaid means of communication.

- Content and data development - preparation of press releases, translation of approved content from English to other languages and vice-versa and preparation of positive stories on Indian spices and the spice industry for pitching in various national and international platforms.
- To develop aesthetically appealing, factually and grammatically correct engaging creatives including but not limited to photos, GIFs, reels and videos.
- Organizing interviews of higher officials with top newspapers/ magazines/TV channels.
  
- The agency shall develop content related to the various activities/ meetings/ seminars/ symposiums/ buyer seller meets, etc., organized by Spices Board for release in the media.
- To provide suitable training programmes for PR officials and identified officials of the Board.
- To look for opportunities of collaborating with industry stakeholders, chefs, and renowned personalities in or related to the spices sector for promotion on non-paid basis.
  
- Effective Social Media Management-
  - ✓ To handle Spices Board's official page/ handle on Facebook (*spicesboardindia*), Twitter - (*@Spices\_Board*), Instagram- (*@spicesboardi*), YouTube, LinkedIn, and Koo.
  - ✓ Identify target audience preferences, create, and handle content accordingly to achieve more followers and subscribers.
  - ✓ To ensure reach of the messages and other schemes of Spices Board on various social media platforms organically through non-paid means so that the content would reach the last mile on Internet domain on real time basis.
  - ✓ Agency would be responsible in creating and handling content related to Spices Board's schemes, events, fairs and other programmes ensuring maximum reach and increased participation of stakeholders.
  - ✓ To come up with innovative plans and strategies to multiply the reach of content and promote the content organically on various social media

platforms.

- ✓ Comments/Feedback handling is an important part of the scope of work. Comments (positive/negative) should be carefully handled and prompt reply to be given in consultation with officials of Spices Board.
- Spices Board shall have the ownership/ rights over the content created by the agency during the contract period/ at any time or as per the requirement. The agency shall submit the soft copies of the content developed by them to Spices Board every month.

### 3.1 Minimum Deliverables Expected from the Bidder as per Scope of Work

SL NO	Deliverables	Minimum No./Quantity
1	Conceptualization of PR plan and strategy. It should also cover advertorial and social media strategies	One detailed plan covering the strategy employed by the agency, which needs to be revised periodically throughout the contract period in consultation with the Board's officials.
2	Coverage and 360-degree promotion of Spices Board & Indian spices in media (Print /Electronic/Digital/ Social Media/ other media) for enhancing public awareness on Spices Board and Indian spices	12 releases per year
3	Specific campaigns/ messages in connection with the days/ events of national/ international prominence through social media/ online/ print media as required by the Board.  (E.g.: Promoting immune-boosting properties of spices during world cancer day, etc.)	4 campaigns per year (Quarterly)
4	Media management of events and programmes organized by Spices Board and organizing media events such as press meets, briefings, open house, interviews, talk shows, bloggers trips, etc.	As and when required
5	Crisis management and timely information dissemination	As and when required
6	Impact assessment of the social media vehicles of Spices Board with details on reach, demographics, content engagement, etc.	Monthly

7	Preparation and dissemination of press releases and translation into various languages	As and when required
8	Identification of various spices related events, facts, scientific developments, success stories, articles of general interest on spices, etc. and developing them into positive social media stories.	As and when required
9	Training Programmes for Spices Board Officials on Public Relations and Publicity Management	2 trainings during the contract period
10	<b>*Social Media deliverables including organic promotion of content</b>	
	<b>Social Media Vehicle</b>	<b>No. of New Updates</b>
	Facebook/ Twitter/ Instagram/ Koo/ LinkedIn	30 specially curated posts per month in addition to the regular activities / programmes of the Board. (Creatives should include but not limited to photos, GIFs, reels and videos)
	YouTube	One video of one-minute duration and One video of 5 minutes duration per month.
	Animated videos on good agricultural practices, good manufacturing practices, etc.	2 per month
11	Small videos (40 seconds to max 2 minutes duration) on various schemes or initiatives and endorsements including bytes of beneficiaries of such schemes for wider awareness among public at large.	2 per month. **

\*Social media posts/ stories should be of soft news (infotainment) and interactive based on the content/ situation.

\*\* The minimum deliverable may vary as per the requirements of the Board and the service provider must be willing to deliver the additional requirements at DAVP approved rates or as negotiated and mutually agreed by the service provider and the Board.

**Note:**

1. The bidder has to keep in mind that the minimum deliverables listed and the quantity mentioned are not exhaustive and may include any other public relations and publicity activity as per the requirements of Spices Board. The successful bidder is liable to attend to such requirements of the Board.
2. Any additional expenses involved in implementing additional public relations and publicity activity (over and above the minimum deliverables), as specified by the Board, should be communicated well in advance and necessary prior approval should be obtained in writing.
3. The bidder can offer any other related service, without any additional financial liabilities on the Board. Such services shall be considered based on their usefulness and quality.
4. Changes may be made to the scope of work of the agency based on the requirements by Spices Board.
5. Spices Board may constitute a committee to review the performance of the service provider and the service provider has to submit monthly reports to the committee during online/ offline review meetings as per the discretion of the Board.

#### **4. PERIOD OF ASSIGNMENT**

The initial assignment will be for a period of two years from the date of signing the agreement which may be extended further subject to satisfactory performance of the agency.

#### **5. MINIMUM ELIGIBILITY CRITERIA**

The prospective PR agency/consultants must conform to the minimum eligibility criteria. The Agency should qualify the necessary eligibility criteria and possess the required experience, resources and capabilities in providing services necessary to meet the requirements indicated under the Scope of Work in this tender. Bids submitted by agencies that do not fulfil the minimum eligibility criteria will not be considered for further evaluation.

- a. The agency should have been in the business of providing Public Relations services in India for at least 3 (three) years.

- b. The firm should have recorded a minimum turnover of **Rs. 50 lakhs** in each of the immediate preceding three financial years (FY 2019-20, 2020-21, and 2021-22). In support of eligibility under this criterion, firms should furnish a certificate from the Chartered Accountant of the Organization and Audited Balance Sheets and P&L statements for the years mentioned and IT returns.
- c. The firm should have previous experience in PR consultancy/ Media coordination/ PR related solutions for Government Departments/ Central PSUs/ State PSUs/ State Governments/ Statutory Corporations. In support of their eligibility under this criterion, firms should furnish copies of contracts/agreements/ self-attested copies of the work order and copies of certificates issued by clients if any.
- d. The agency should have a full-fledged office in Cochin, Kerala.
- e. The bidder shall submit a copy of GST registration and PAN Card with the technical bid.
- f. The bidder should not have been blacklisted by any government organizations in India. A declaration in this regard should be submitted along with the technical bid.

#### Checklist for Minimum Eligibility Criteria

Sl No	Eligibility Criteria	Supporting Document Required
1	The agency should be a registered legal entity having full-fledged office in Cochin, Kerala with relevant expertise and creative personnel as well as required infrastructure.	Copy of Company Incorporation Certificate or Registration Certificate from ROC Copy of GST Registration Certificate Self-declaration by authorized signatory on official letterhead indicating office-wise staff details including qualification, expertise, etc., and infrastructure Proof of Address
2.	The agency should have been in the business for a minimum of five years immediately preceding the date of this notice inviting tender.	Copy of Certificate of Incorporation Copy of GST Certificate Copy of Agreement & Extension Letter or Certificate of Experience from two clients of repute with which the agency has/had association on full-time basis. All these documents should clearly indicate the duration of the association including beginning and end dates

3.	The agency should have a minimum average annual turnover of 50 Lakhs in the last three financial years (2019-20, 2020-21 & 2021-22) in similar areas of operation.	<p>a. CA-certified copies of audited balance sheet pertaining to the last three financial years (2019-20, 2020-21 &amp; 2021-22).</p> <p>b. CA-certified copies of average annual turnover and net worth pertaining to the last three financial years (2019-20, 2020-21 &amp; 2021-22).</p> <p>c. Copy of IT returns</p>
4.	<p>The Agency should have handled the PR activities for at least five clients during each of the three previous financial years, i.e., 2019-20, 2020-21 &amp; 2021-22 (till the date of this RFP). Out of this, the agency should have handled at least one client in the Government or PSU sector.</p>	<p>Copy of Agreement &amp; Extension Letter or Certificate of Experience from at least five clients during each of the three previous financial years indicating that the PR Agency has handled the PR activities on retainer basis.</p> <p>Copy of Agreement &amp; Extension Letter or Certificate of Experience from at least one Government /PSU which the agency has/had association on full-time basis. All these documents should clearly indicate the duration of the association including beginning and end dates.</p>
5.	The agency should have minimum regular staff strength of 5 full time employees	List of staff with their PF numbers or such verifiable particulars.
6.	The bidder should not have been blacklisted by any government organization in India.	Self-declaration by the authorized signatory on official letterhead (Format given in <b>Annexure-III</b> )
7.	The agency should not have defaulted in paying dues to media houses, Banks and Tax authorities, etc.	Self-declaration by the authorized signatory on official letterhead (Format given in <b>Annexure-III</b> )

**NOTE:** Wherever a document/set of documents is required as a supporting document for more than one eligibility criteria, the same may be submitted only once.



### **5.1 General Conditions of the Tender**

- a. The tenderer must go through the instructions in the tender notice (general instructions and the instructions stipulated in the technical specifications) and prepare the tender for submission.
- b. In the event of documentary proof as required being not enclosed, the tender will be liable to be rejected.
- c. All pages of the bid and associated supporting documents, except for unamendable digitally signed soft copies, shall be signed by the authorized person or persons signing the bid along with the stamp of the tenderer.
- d. The supporting documents needed for the tender are to be uploaded as PDF files only.
- e. Each part of the tender document should be clearly marked with headings and should have a short note explaining against which tender requirement the document is being submitted. All documents uploaded should be in English language. In case of copy of earlier work orders and the performance certificates supporting the claim of past performance of the tenderer, scanned copies of the same shall be included in the PDF document uploaded by the tenderer.
- f. Tenderer shall submit a declaration on letterhead as per sl.no 7 and 8 of the above table and copy of amendments of the tender published, if any, duly signed by the tenderer or the authorized representative, as part of the technical bid, as a proof of having read and accepted the terms and conditions of the tender.
- g. If at any time, any misrepresentation of facts / documents / supply of false information comes to the notice, the contract is liable to be cancelled at the risk and cost of the bidder.
- h. An offer submitted in vague / ambiguous financial terms and the like, will be termed as non-responsive and shall be summarily rejected.
- i. Clarification to specific requests shall be responded only through e-mail and general clarifications, affecting all the tenderers shall be published in the official website of the Spices Board ([www.indianspices.com](http://www.indianspices.com)). However, it shall be the duty of the prospective tenderer to ensure that the clarifications sought with regard to the tender have been properly received in time at Spices Board. Any clarification on the tender procedure shall be obtained from Spices Board, Cochin through email ([publicity.sb-ker@gov.in](mailto:publicity.sb-ker@gov.in)) or at 0484 2333610 - 616 (extn: 226).

## **6. DOCUMENTS COMPRISING BID**

The Bid proposal prepared and submitted by the PR agency/service provider shall comprise the following;

1. Bid consent letter in letterhead of the agency/ service provider with duly signed copy of tender
2. Bid submission form
3. Agency profile
4. Declarations in the prescribed format
5. Documentary Proof meeting Minimum Qualification Criteria
6. Copy of Registration/ Certificate of Incorporation
7. List of offices
8. List of clients
9. Copy of PAN
10. Copy of GST Registration
11. Copy of Annual Report/ Balance Sheet/Profit & Loss Account of the last 3 assessment years
12. Copy of IT returns for the last 3 assessment years and certificate from the chartered accountant of the firm
13. Authorization letter in the prescribed format
14. Earnest Money Deposit as specified

## **7. SUBMISSION OF BIDS**

The tender shall be submitted online in two cover system duly scanned and digitally signed by the authorized representative of the bidder as follows:

### **7.1. Technical Bid (Cover-1)**

- a. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- b. The technical bid cover should include the details sought in the minimum eligibility criteria and statement in Annexure, along with copies of all supporting documents mentioned therein.
- c. The bidder or his authorized representative shall sign and upload all the documents, owning responsibility for their correctness/ authenticity and submit a declaration in respect of

acceptance of terms and conditions of tender document.

d. Hard copies of documents submitted as part of cover-1, with signature and seal of the authorized representative shall be sent to the Deputy Director (Publicity), Spices Board, Sugandha Bhavan, NH Bye Pass, Palarivattom P.O., Cochin - 25 so as to reach the addressee on or before the closing date and time of the tender.

e. The bidders are cautioned that divulging any financial information in cover-1 (technical bid) will result in rejection of their tender.

## **7.2 Financial Bid (Cover -2)**

a. The respective cover - 2, i.e. financial bid, of only the technically qualified bidders will be opened. The financial bid shall be submitted in the enclosed format in Annexure IV, only online through the Government e Marketplace (GeM). No financial information should be submitted at any time in print during the tender process. Any such instance will make the bid unresponsive.

b. The bidders who do not submit the technical bid (cover - 1) within the stipulated date and time will be treated unresponsive.

c. If the bids are not submitted as per the requirements prescribed by the Board, the bid will be summarily rejected.

## **7.3. Amendment of Tender Documents**

1. At any time prior to the deadline for submission of tender, Spices Board may, for any reason, modify the tender document by corrigendum /addendum.

2. The corrigendum/addendum shall be published in the Government e Marketplace (GeM).

3. The bidder shall submit copy of corrigendum /addendum published if any, signed by the tenderer or the authorized representative as part of the technical bid as proof of having read and accepted the terms and conditions of the tender document.

4. Spices Board reserves the right to accept a tender in full or in part or to reject without assigning any reasons at any stage.

## **7.4. EMD (Earnest Money Deposit)**

1. Each technical bid must be accompanied by an EMD of Rs. 1,44,000/- (Rupees One Lakh

and Forty Four Thousand only) as detailed earlier

2. The technical bid without EMD will be rejected unless specifically exempted by the Government from payment of EMD for which reasons and proof have to be enclosed. Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department are exempted from payment of EMD.
3. EMD of the unsuccessful bidders will be refunded (without any interest).
4. EMD amount of the successful bidder will be refunded (without any interest) within 45 days after acceptance of work order and submission of the performance guarantee, if applicable, as mentioned in the relevant section.
5. EMD will be forfeited if the bidder withdraws or amends its tender or derogates from the tender in any respect within the period of validity of its tender.

**7.5.** A bidder can submit only one proposal. If the bidder submits more than one proposal, such proposals shall be disqualified. Bids received after the closing date and time mentioned above will be rejected without any further communication on the matter.

## **8. EVALUATION OF BIDS**

A Tender Evaluation Committee (TEC), constituted by Spices Board, will carry out a detailed evaluation of the Technical Bids in order to determine if the same are substantially responsive to the requirements set forth in the scope of work prescribed.

### **8.1. Technical Evaluation**

The bidding process shall be a two-stage process. Prior to the detailed evaluation of the Technical Bids, Spices Board shall determine whether each bid is complete in all respect, accompanied by the required information and documents and substantially responsive to the requirements set forth in the tender document.

- a. Tenders received by the designated date and time will be examined by Spices Board to determine if they meet the eligibility criteria and the terms and conditions mentioned in this document including its subsequent amendment(s), if any, and if the tenders are complete in all respects.
- b. On scrutiny, the tenders found illegible/not in desired format/incomplete/not containing

clear information, will not be considered for further evaluation process.

c. If deemed necessary, Spices Board may seek clarifications on any aspect of tender from the bidder. If a written response is requested, it must be provided within 3 days. Response received beyond 3 days, if any, will not be considered. However, that would not entitle the applicant to change or cause any change in the substances of their tender document already submitted. Spices Board will also make enquiries to establish the past performance of the applicants in respect of similar projects. All information submitted in the application or obtained subsequently will be treated as confidential.

d. All the bids received will be evaluated against the minimum eligibility criteria detailed above. Bids which fulfil these criteria, will be subjected to detailed technical evaluation.

## 8.2 Technical Evaluation Stage -1

Technical evaluation stage -1 will be the scrutiny of the documents submitted and marks will be awarded as per the bid evaluation criteria enumerated below.

Sl. No	Particulars	Response	Score	Maximum
1	Number of years of business of the agency as on May 2023	☐ 3 years – up to 8 years ☐ Above 8 – up to 15 years ☐ Above 15 years	3 marks 4 marks 5 marks	5
2	Average annual turnover of the agency in the last three financial years (2019-20, 2020-21 & 2021-22)	☐ 50 lakhs – up to 1 cr ☐ Above 1 cr – up to 3 cr ☐ Above 3 cr	3 marks 4 marks 5 marks	5
3	Number of full time employees at Cochin	☐ 5 – 10 ☐ 11 – 15 ☐ Above 15	3 marks 4 marks 5 marks	5
4	Number of offices across India	☐ 1 – 5 ☐ 6 – 10 ☐ Above 10	3 marks 4 marks 5 marks	5
	<b>Total</b>			<b>20</b>

The maximum mark that can be scored in Technical Evaluation Stage- 1 is 20. A minimum of 12 marks is

required for considering in the next stage in the selection process. The bidders will be ranked based on their scores. Based on the ranking not more than five bidders (top 5 bidders) will be considered for Technical Evaluation Part – 2.

### 8.3 Technical Evaluation Part – 2.

- a. Eligible bidders may be called for an online/offline presentation before the duly constituted committee/ authorized/ concerned official(s) of Spices Board for shortlisting. During the presentation, bidders have to detail their proposed PR strategy before the Board and demonstrate their domain knowledge, relevant staff strength, experience in the field, etc

#### b. Weightage for the Technical Presentation (30 marks).

Sl. No.	Areas	Weightage
1	Presentation on overall strategy and media/ PR plan along with concept note	20
2	Presentation and case study document on crisis management  A case study of how the agency handled media crisis in the past may be presented. Besides a case study document may be submitted	05
3	Professional capability and experienced dedicated manpower that can be assigned exclusively for handling Spices Board account	05
4	Innovative services offered for generic spices promotion and activities of the Board	05
5	Additional services/ deliverables offered in addition to the minimum deliverables specified	15
	Total	50

Minimum qualifying marks for technical evaluation part -2 is 30.

**8.4** The maximum marks that can be scored in the technical bids (Part 1 & Part 2) would be 70.

- 8.5. The technical and commercial bids will carry a weightage of 70 and 30 respectively. The Quality and Cost Based Selection (QCBS) shall be followed to evaluate the bids.

## **9 OPENING OF FINANCIAL BIDS & FINAL SELECTION**

1. The marking would be done on all the presentations. The bidders who secure minimum 60% marks out of the maximum marks in the technical evaluation (42 out of 70 marks) will be shortlisted and only their financial bids will be opened.
2. Financial Score (Sf): The firm quoting the lowest fee will be awarded 30 marks. The other firms will be allocated marks based on the formula,  $Sf = 30 * PL/P$ , where P is the fee quoted by the firm and PL the lowest fee quoted.
3. Final Selection: The combined technical and financial scores shall be calculated as  $S = St + Sf$ . Proposals will be ranked according to the combined scores. The firm achieving the highest combined technical and financial score (S) will be invited for negotiations.
4. There should be no mention of prices in any part of the bid other than the financial bids.
5. In the financial bid, if there is any discrepancy between the prices mentioned in figures and in words, the prices mentioned in words will prevail.
6. Substantially Responsive Bids: A substantially responsive bid is one, which conforms to all the requirements, terms, conditions and specifications of the tender.
7. Any attempt by a bidder to influence the bidding evaluation process or the Tender Evaluation Committee's processing of bids or award of decisions will result in the rejection of the bid.
8. If deemed necessary, Spices Board in its sole discretion may make required variations in the cut-off points for technical evaluation including criteria for technical evaluation.
9. The Tender Evaluation Committee may choose to conduct technical negotiation or discussion with any or all the bidders. The decision of the evaluation committee in the evaluation of the technical and financial bids shall be final and binding on all the parties.
10. Failure of the bidder to comply with the terms and conditions of the tender/contract shall constitute sufficient grounds for the annulment of the award of contract, in which event the contract may be awarded to the next most responsive bidder.

## **10. FEE & OTHER CHARGES**

The selected agency will be paid a monthly retainer fee and GST as applicable as professional charges.

## **11. TERMS AND CONDITIONS**

### **11.1. General terms and conditions**

- a. The bidders should adhere to all instructions and submit all relevant information and documents, which have been specified in this tender document. Submission of applications, which are not complying with the instructions, will result in their rejection. The applications shall be typed, office seal affixed and signed by the duly authorized person.
- b. Spices Board reserves the right to call for any further information. Any information furnished by the bidder found to be incorrect at any stage would make them ineligible.
- c. The Board shall not be responsible for any postal delay. Incomplete application may summarily lead to rejection of the application. The Board shall have the right to reject any or all the bids without assigning any reasons thereof. Spices Board reserves the right to withhold or withdraw the process at any stage with intimation to all who have submitted the bids.
- d. Spices Board reserves the right to change/ modify/ amend/ cancel any or all provisions of this document. Such revisions of the tender document/ amended tender will be made available on the website of Spices Board and Government e Marketplace (GeM).
- e. The selected PR agency/bidder, to be called as PR agency/bidder, shall be required to enter into requisite Agreement(s) with Spices Board, within 30 days of the order (when provided) or within such extended period as may be specified by Spices Board. Spices Board India has the right to cancel the offer if the contract is not executed within a period of 30 days from the date of order, unless otherwise extended by Spices Board.
- g. Submission of a tender is the evidence of a bidder's consent to comply with the terms and conditions of request for tender process and subsequent bidding process. If a bidder fails to comply with any of the terms, their bid will be summarily rejected.
- h. Wilful misrepresentation of any fact in the tender will lead to the disqualification of the



bidder without prejudice to other actions that Spices Board may take. The tender and the accompanying documents will become the property of Spices Board. The bidders shall be deemed to license, and grant all rights to Spices Board, to reproduce the whole or any portion of their service/solution for the purpose of evaluation, to disclose the contents of submission to other bidders and to disclose and/ or use the contents of submission as the basis for tender process.

- i. Bidders are deemed to have:
  - i. examined the tender document and its subsequent changes/corrigendum, if any for the purpose of responding to it.
  - ii. examined all circumstances and contingencies having an effect on their tender application and which is obtainable by the making of reasonable enquiries and have satisfied themselves as to the correctness and sufficiency of their tender applications and if any discrepancy, error or omission is noticed in the tender, the bidder shall notify Spices Board in writing on or before the end date/time.
- j. Spices Board India envisages continuous involvement of the PR agency throughout the contract period. A dedicated team of the PR agency has to work for the entire period of contract.
- k. The selected PR agency shall not assign the work, whole or in part, to any other agency, even to its own subsidiary or parent agency, to perform its obligation under the work order, without prior written consent of Spices Board India
- l. The PR agency so selected will be for a period of two years starting from the date of signing the agreement. The performance of the PR agency will, however, be reviewed at the end of first year and in case of unsatisfactory performance, the appointment is liable to be terminated. Nonetheless, either party may terminate the agreement at any point of time from the date of agreement by giving not less than 90 days' notice to the other party.
- m. The PR Agency shall observe the laws applicable to it as per the law of the land and any other rules in force as applicable like the rules or code of Advertising Standard Council of India/Advertising Agencies Association of India/Indian Newspaper Society or rules prescribed by Prasar Bharti, etc.
- n. The PR agency shall obtain all necessary registration(s)/ permission(s)/ license(s), etc., which are/ may be required under media or other legislation(s) for providing services.
- o. All technical particulars supplied by Spices Board India to the PR agency are to be kept confidential and no part of it should be shared with anyone other than the authorized

persons, without prior written permission from Spices Board.

- p. SPICES BOARD reserves the right to change the dates mentioned in this tender document, which will be communicated through the Board's website, and Government e Market Place (GeM). The Board may also re-visit any of the conditions of this tender.
- q. The bidder shall ensure compliance of Central Vigilance Commission guidelines (CVC) issued/ to be issued from time to time pertaining to the work covered under this tender
- r. No legally binding relationship will exist between any of the bidders and SPICES BOARD until execution of a contractual agreement to the full satisfaction of the Board.
- s. **Pre-bid Queries:** Bidders must send their pre-bid queries, if any, through e-mail only to [publicity.sb-ker@gov.in](mailto:publicity.sb-ker@gov.in). All clarification/queries are to be submitted in Word document as per the format in Annexure-I. Clarifications to pre-bid queries will be uploaded on SPICES BOARD website.

### **11.2. Public Procurement Policy on Micro and Small Enterprises (MSEs)**

- a. Spices Board India is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by the Ministry of MSME, GoI.
- b. These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).
- c. Such MSEs would be entitled for exemption from furnishing tender fee and earnest money deposit (EMD). Supporting documents may be uploaded. In case of any issue on the subject matter, the MSEs may approach the tender inviting authority to resolve their grievances.
- d. Spices Board India shall be governed by the Public Procurement (preference to Make in India) Order, 2017 – Revision dated 29 May 2019 issued by the Department of Promotion of Industry and Internal Trade, Ministry of Commerce, Government of India. Any claim of preference under the above order shall be considered subject to submission of all necessary documents as envisaged under the Order.

### **11.3. Period of bid validity**

The Bids shall be valid for a period of six months from the closing date for submission of the bid.

#### **11.4. Notification of Award**

The acceptance of a bid, subject to contract, will be communicated in writing at the address supplied by the bidding agency/bidder in the tender response. Any change of address of the agency/bidder should therefore be promptly notified to Deputy Director (Publicity), Spices Board, Sugandha Bhavan, Palarivattom , Ernakulam-682025

#### **11.5. Signing of Contract**

The agency/bidder shall be required to enter into a contract with Spices Board, within 30 days of the award of the bid or within such extended period, as may be specified by the Director (Marketing), Spices Board, Sugandha Bhavan, Palarivattom , Ernakulam-682025 on the basis of the Bid Document.

#### **11.6. Terms of Payment**

- a. Spices Board will make payment of the undisputed retainer fee on a monthly basis as applicable. Any third party cost incurred by the Agency to carry out assignments would be reimbursed to the Agency, provided the cost was incurred with prior approval from SPICES BOARD INDIA and all third party supporting documents submitted along with invoice.
- b. SPICES BOARD will not make any advance payment. The payment shall be released within 45 days of invoice, complete in all respect, being raised by PR Agency. All applicable taxes including GST, etc. will be deducted at source (TDS) from the final bills as required under Income Tax Act.
- c. If the deliverables are not found to be of good quality, SPICES BOARD will have the right to make suitable deductions from the payable amount or reject the invoice on its sole discretion, in addition to other remedies including claiming of damages. The decision of SPICES BOARD in this regard will be final.
- d. In the event, if any issue on the subject matter is pending for adjudication before the Arbitration, the work under the project contract/work order shall be continued by the empanelled agency during the arbitration proceedings, unless otherwise directed in writing by SPICES BOARD unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the contract, no payment due or payable by SPICES BOARD to the agency shall be withheld on account of the on-going

arbitration proceedings, if any, unless it is the subject matter or one of the subject matters thereof.

- e. **Payment of TA and DA for outstation activities:** TA and DA will not be given for PR activities undertaken in the metro cities of Mumbai, Delhi, Chennai and Kolkata and also in Cochin, Ernakulam. TA/DA will not be given for activities undertaken in places where the bidder/ agency has an office. TA will be limited to 2<sup>nd</sup> AC Train fare/ economy class air fare and DA upto Rs.3000/- per day (including food and accommodation) as per the prior written approval of Spices Board.
- f. All invoices should be made in the name of The Secretary, Spices Board, Sugandha Bhavan, NH Bye Pass, Palarivattom P.O., Cochin -682025 (GSTN: 32AAIAS3118C1Z0)

#### **11.7. Liquidated Damages**

- a. Spices Board India shall without prejudice to its other rights and remedies under and in accordance with the terms of tender levy liquidated damages from payments due to the agency/bidder. Inability of the agency/bidder to provide requirements as per scope or to meet the timelines as specified would attract liquidated damages and shall be entitled to invoke the guarantees furnished by the agency/bidder to the extent of the liquidated damages applicable.
- b. The agency/bidder will provide the PR services as per the Terms of Reference/Scope of Work specified in tender. In case these Terms of Reference/Scope of Work cannot be achieved or the inability of the proposed services to meet the scope of work as defined in the RFP document, delay in implementation and roll out or deliver the required functionality at Terms of Reference/Scope of Work defined in this tender at the specified volumes shall result in a breach of contract and SPICES BOARD shall have right to invoke this liquidated damages clause.
- c. The liquidated damages for PR services would be proportionate to 1% of the contract value for services below each percentage point of the specified expected deliverables, per month on an average of the incidences below the expected deliverables or part thereof of delay or non-compliance by the agency/bidder, for that particular service. For any service, the liquidated damages will not exceed the value of the service. However, total of such liquidated damages shall not exceed 10% of the overall contract value.

### 11.8. Termination

Spices Board India shall be entitled to terminate the agreement with the agency/bidder at any time giving 90 days prior written notice to the agency/bidder if the agency/bidder breaches its obligations under the RFP or the subsequent agreement and if the breach is not cured within 15 days from the date of notice by Spices Board India.

### 11.9. Effect of Termination

- a. The agency/bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment. Reverse Transition mechanism would typically include service and tasks that are required to be performed/rendered by the agency/bidder to Spices Board India or its designee to ensure smooth handover and transitioning of SPICES BOARD's deliverables and maintenance. The reverse transition will be for the period of 3 months post the notice period.
- b. Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services.
- c. In case the SPICES BOARD wants to continue with the agency/bidder's services after the completion of this contract then the agency/bidder shall offer the same or better terms to the Board. Unless mutually agreed, the rates quoted shall remain firm.
- d. The Board shall make such prorated payment for services rendered by the agency/bidder and accepted by SPICES BOARD at the sole discretion of SPICES BOARD in the event of termination, provided that the agency/bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the agency/bidder.
- e. Termination shall not absolve the liability of SPICES BOARD to make payments of undisputed amounts to the agency/bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or under law and shall not affect any accrued rights or liabilities of either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

### 11.10. Indemnity

- a. The selected agency/bidder shall indemnify, protect and save Spices Board India against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights, Intellectual Property Rights (IPR) etc. The format for Letter of Indemnity is given in **Annexure- V**
- b. Selected agency/bidder shall keep Spices Board, its Successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise of whatsoever nature caused to Spices Board through the action of its employees, agents, contractors, sub-contractors etc.
- c. The indemnification is only a remedy for Spices Board. The Selected agency/bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would cover damages, loss or liabilities suffered by Spices Board arising out of claims made by its customers and/or regulatory authorities.
- d. However, the selected agency/bidder would be given an opportunity to be heard by Spices Board prior to making of a decision in respect of such loss or damage
- e. All Intellectual Property Rights in the planning, preparing strategy, developing creative ideas, developing and production of advertisement, publicity, and other resource material, etc., made in the course of performance of services by the empanelled PR agency/bidder or its personnel involved in the task of Spices Board India shall absolutely belong to Spices Board India. Spices Board India will not be a party to any dispute arising out of copyright violation by the PR agency/bidder. The agency/bidder will indemnify Spices Board India for breach of any copyright/patent and/or trademark that may arise in execution of the work assigned.

### 11.11. Liability of The Selected agency/bidder

- a. Spices Board shall hold the selected agency/bidder, its Successors, Assignees and Administrators fully liable against loss or liability, claims, actions or proceedings, arising out of non-fulfilment of any obligations under the contract.
- b. Selected agency/bidder shall be the principal employer of the employees, agents, contractors, subcontractors, etc. engaged by Selected agency/bidder and shall be vicariously liable for all the acts, deeds or things done by its employees, agents,

contractors, sub-contractors etc., whether the same is within the scope of power or outside the scope of power, vested or instructions issued by the Spices Board India under the contract to be issued for this tender. Such liability of the selected agency/bidder will be restricted to the actual amount of the contract.

- c. However, the selected agency/bidder would be given an opportunity to be heard by Spices Board prior to making of a decision in respect of such loss or damage.
- d. Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to loss of income or profits.

#### **11.12. Negligence**

In connection with the work assigned if, the selected agency/bidder neglects to execute the work with due diligence contravenes the provisions of General Terms or expedition or refuses or neglects to comply with any reasonable order given to him in writing by Spices Board, in such eventuality, Spices Board India may after giving notice in writing to the selected agency/bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, Spices Board shall have the right to cancel the contract holding the selected agency/bidder liable for the damages that Spices Board India may sustain in this behalf. Thereafter, Spices Board is to be compensated for good the failure at the risk and cost of the selected agency/bidder.

#### **11.13. Force Majeure**

- a. The agency/bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is due to an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the agency/bidder and not involving the agency/bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of nature or of public enemy, acts of Government of India in their sovereign capacity, acts of war, and acts of Spices Board either in fires, floods, strikes, lock-outs and freight embargoes.
- b. If a Force Majeure situation arises, the agency/bidder shall promptly notify Spices Board India in writing of such conditions and the cause thereof immediately. Unless otherwise directed by Spices Board in writing, the agency/bidder shall continue to perform its obligations under the



- contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- c. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months. Spices Board India and the agency/bidder shall hold consultations with each other in an endeavour to find a solution to the problem.
- d. Notwithstanding the above, the decision of Spices Board India shall be final and binding on the agency/bidder.

#### **11.14. Pricing**

It is absolutely essential for the agency/bidder to quote the lowest price at the time of making the offer in its own interest. In the event of Spices Board India not being satisfied with the Price Discovery in this process, Spices Board India reserves the right to initiate the tendering process again through Limited or Open tender. **The price quoted by the agency/ bidder should be inclusive of all applicable taxes.**

#### **11.15. Information Ownership**

All information processed, stored, or transmitted by agency/bidder belongs to Spices Board India. The agency/bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

#### **11.16. Publicity**

Any publicity by the agency/bidder in which the name of Spices Board India is to be used should be done only with the explicit prior written permission of Spices Board India.

#### **11.17. Compliance with Laws**

- a. Compliance with all applicable laws: The agency/bidder shall undertake to observe, adhere to, abide by, comply with and notify Spices Board about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect Spices Board and its employees/officers/staff/personnel/representatives/ agents from any failure or omission on



its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

- b. Compliance in obtaining approvals/permissions/licenses: The agency/bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so. shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate Spices Board and its employees/officers/staff/personnel/representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and Spices Board India will give notice of any such claim or demand of liability within reasonable time to the agency/bidder.

#### **11.18. Resolution of Disputes**

- a. All disputes and differences of any kind whatsoever, arising out of or in connection with this tender and/or the Purchase Order/ Contract thereafter or in the discharge of any obligation arising under this RFP and/or the Purchase Order/Contract shall be resolved amicably.
- b. If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this bid, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by the Secretary, Spices Board whose decision shall be final and binding on the parties.
- c. In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then such unsettled dispute or difference shall be referred to arbitration by sole arbitrator mutually agreed in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall be a person of professional repute who is not directly or indirectly connected with any of the parties to this tender and shall have prior experience as arbitrator. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.

- d. The venue of the arbitration shall be Ernakulam, Kerala under the exclusive jurisdiction of the courts at Ernakulam only.
- e. The award shall be final and binding on both the parties.
- f. Work under the agreement shall be continued by the agency/bidder during the arbitration proceedings unless otherwise directed in writing by Spices Board. Same as those which are otherwise explicitly provided in the tender, no payment due, or payable by Spices Board, to the agency/bidder shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.
- g. Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this tender, the parties shall be subject to the jurisdiction of courts at Ernakulam, India only.

#### **11.19. Privacy & Confidentiality**

All PR related documents and information supplied by Spices Board India to the agency/bidder are to be kept confidential and no part of it should be shared with anyone other than the authorized persons, without prior written permission from Spices Board India

#### **11.20. Contract Re-Negotiation.**

Spices Board India will reserve a right to re-negotiate the price and terms of the entire contract with the agency/bidder for more favourable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality.

#### **11.21. Corrupt and Fraudulent Practices**

- a. As per Central Vigilance Commission (CVC) directives, it is required that agencies/Suppliers/Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

- "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the decision making process for award of contract or in contract execution AND
- "Fraudulent Practice" means a misrepresentation of facts in order to influence the

decision making process or the execution of contract to the detriment of Spices Board India and includes collusive practice among agencies (prior to or after offer submission) designed to establish offer prices at artificial non-competitive levels and to deprive Spices Board India of the benefits of free and open competition.

- b. Spices Board reserves the right to reject a proposal for award if it determines that the agency/bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. Spices Board India reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, if at any time it determines that the bidder has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

#### **11.22. Waiver**

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this tender or subsequent agreement with the other party shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right, power, privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this tender all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

#### **11.23. Violation of Terms**

Spices Board clarifies that it shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction(place of jurisdiction at Ernakulam, Kerala) may deem necessary or appropriate to restrain the agency/bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this tender. These injunctive remedies are cumulative and are in addition to any other rights and remedies Spices Board India may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

**11.24. Non-Disclosure Information**

The selected agency/bidder shall not, without Spices Board India's prior written consent, disclose any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of Spices Board in connection therewith, to any person other than a person employed by the agency/bidder in the performance of the work assigned to them. The selected agency/bidder shall be required to sign a Non-Disclosure Agreement/Confidentiality Undertaking with Spices Board India as per the prescribed format provided in Annexure-VI.

**11.25. No Commitment to Accept Lowest or Any Offer/Bid**

Spices Board shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. Spices Board has the right to re-issue tender/bid. Spices Board reserves the right to make any changes in the terms and conditions of RFP that will be informed to all agencies. Spices Board will not be obliged to meet and have discussions with any agency/bidder, and/or to listen to any representations once their offer/bid is rejected. Any decision of Spices Board in this regard shall be final, conclusive and binding upon the agency/bidder.

**11.26. Signing of Bid**

The bid shall be signed by a person or persons duly authorized by the agency/bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by the duly authorized officers and supported by internal corporate authorizations.

**11.27. Costs of Preparation & Submission of Bid**

The agency/bidder shall bear all costs for the preparation and submission of the bid. Spices Board India shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.

**11.28. Confidentiality of Bid Document**

The agency/bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and confidential.

## **12. DISCLAIMER**

Spices Board is not committed either contractually or in any other way to the bidders whose applications are accepted. The issue of this tender does not commit or otherwise oblige Spices Board to proceed with any part or steps of the process. Subject to any law to the contrary, and to the maximum extent permitted by law, Spices Board and its employees disclaim all liabilities (including liability by reason of negligence) from any loss or damage, cost or expense incurred or arising by reasons of any person using the information and whether caused by reasons of any error, omission or misrepresentation in the information contained in this document or suffered by any person acting or refraining from acting because of any information contained in this request for tender document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, default, lack of care or misrepresentation on the part of Spices Board or any of its officers.

**Annexure 1****Pre-Bid Queries Form**

Clarifications required:

(Clarification/queries to be submitted in word document in the following format)

S.No	Clause No & Page No.	Text as per RFP	Clarifications and Amendments sought

**Annexure II****Format of Authorization Letter**

The Secretary  
Spices Board  
Sugandha Bhavan  
Palarivattom PO  
Kochi, Kerala-682025

Dear Sir,

Subject: Authorization Letter for submitting bid documents for empanelment of Public Relations (PR) Agency REF: TenderRef No. \_\_\_\_\_

This has reference to your tender for empanelment of a PR Agency for a period of two years.

Mr/Mrs/Miss \_\_\_\_\_ is hereby authorized to submit the bid documents, in sealed format to participate in tender and to sign the contract on behalf of our organisation for all the systems/ goods required by Spices Board as called for vide the Board's Notice Inviting Tender vide NIT \_\_\_\_\_ dated \_\_\_\_\_ on behalf of our organization.

Mr/Mrs/Miss \_\_\_\_\_ is hereby authorized to represent and attend the bid opening on behalf of our organization.

We confirm that all the prices quoted in tender by him/her shall be binding on us. He/ She is also authorised to take decisions on behalf of the company till tender process is completed. Certified photocopy of Power of Attorney (P/A) of the person authorizing such person is duly submitted. We hereby extend our full guarantee and warranty as per Clauses of Contract for the goods

and services offered against this RFP.

The specimen signature is attested below:

\_\_\_\_\_  
Specimen Signature of Representative

\_\_\_\_\_  
Signature of Authorizing Authority

\_\_\_\_\_  
Name  
of

Authorizing Authority (Certified photocopy of P/A of authorised Signatory/authority is to be submitted)

Note: This letter of authority should be on the letterhead of the principal on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney to bind the principal. It should be included by the Agency in its bid.

**Annexure III****DECLARATION**

I/We \_\_\_\_\_ (Name) \_\_\_\_\_(designation) of \_\_\_\_\_(Firm) do hereby solemnly affirm and declare that the individual/firm/company is not black listed by any Government Department / Autonomous body / Private Organization. Further, no litigation/ enquiry is pending and / or initiated by any Government Department /Autonomous body / Private Organization or Court of Law.

I/We \_\_\_\_\_ (Name) \_\_\_\_\_(designation) of \_\_\_\_\_(Firm) do hereby solemnly affirm and declare that the individual/firm/company have not defaulted in paying dues to media houses, Banks and Tax authorities, etc.

I / We (Name) ..... (Designation ..... of (Name of the Agency / Firm / Company) ..... have read and understood and hereby accept the terms and conditions of the tender for selection of Public Relations agency for rendering PR and Media services for Spices Board, Ministry of Commerce and Industry, Govt. of India.

(Signature of the authorized representative)

Full Name:

Designation:

Name and Address of the Agency:

Seal:

Place:

Date:



**Annexure IV****FINANCIAL BID****To**

Spices Board  
Sugandha Bhavan  
P.B No :2277  
Palarivattom P. O.  
Ernakulam 682025

Dear Sir,

I hereby submit the Financial Bid for the Selection of Media & PR Consultancy Agency and related activities as envisaged in the bid document. I have thoroughly examined and understood all the terms and conditions as contained in the bid document and agree to abide by them.

I hereby offer to fulfil the deliverables as per the scope of work outlined in the bid document for a monthly retainer fee of Rs..... (inclusive of GST and taxes as applicable).

Yours faithfully,

(Signature of the authorized  
representative)

Full Name:

Designation:

Name and Address of the  
Agency:

Seal:

Date:

Place:

**(Note: To be submitted online only in the place given for entering the financial bid)**

**ANNEXURE V****Letter of Indemnity and Undertaking**

(To be submitted by the successful bidder)

Ref No: \_\_\_\_\_

Date:

The Secretary  
Spices Board India  
Sugandha Bhavan  
Palarivattom, Cochin  
Kerala

Dear Sir,

Subject: \_\_\_\_\_

WHEREAS the Spices Board India a board established under the Ministry of Commerce and Industry has expressed desire to empanel a Public Relations (PR)Agency, subject to our furnishing declarations and indemnity as contained hereafter. NOW THEREFORE THIS LETTER OR INDEMNITY WITNESSETH THAT:

We, the \_\_\_\_\_ Limited hereby declare and certify that we are the rightful owners/ licensees of the said service provided to Spices Board and that the work done/service rendered to Spices Board by us and the use thereof by Spices Board India does not infringe patent, property or other intellectual property or copy rights of any other person and that the same does not infringe the Copy of Rights Act, 1957 or any other Act for the time being in force.

We, the said \_\_\_\_\_ Limited hereby agree to indemnify and keep indemnified and harmless Spices Board India, its Officers, servants, agents and other authorised persons against any action that may be brought against us for infringement of the right of property or other intellectual property or copy rights in respect of the service rendered/work done/

supplied by us to Spices Board and will defend the same at our cost and consequences and will pay or reimburse Spices Board India, its officers, servants, agents and other authorized persons from all costs and other expenses that they may be put to or incur in that connection.

We, the said \_\_\_\_\_ Limited hereby also agree to indemnify and keep indemnified and harmless Spices Board India, its Officers, servants, agents and other authorised persons against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by our employees or agents, or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of us and against any and all claims by employees, workmen, contractors, sub-contractors, suppliers, agent(s), employed, engaged, or otherwise working for us, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.

We, the said \_\_\_\_\_ Limited hereby also shall agree that we, at our own expense, defend and indemnify Spices Board India against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by our employees, or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of the us and against any and all claims by employees, workmen, suppliers, agent(s), employed, engaged, or otherwise working for us, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.

We, the said \_\_\_\_\_ Limited shall indemnify, protect and save Spices Board India and hold Spices Board India harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission on our part, our employees, agents, or employees of the partner's in the performance of the services provided in pursuance of this RFP (ii) breach of any of the terms of this RFP or breach of any representation or warranty made by us, (iii) use of the deliverables and or services provided by us, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project.

We, the said \_\_\_\_\_ Limited shall further indemnify SPICES BOARD

against any loss or damage to Spices Board's premises or property, data, loss of life, etc., due to the acts of our employees or representatives.

We, the said \_\_\_\_\_ Limited shall further indemnify Spices Board against any loss or damage arising out of loss of data, claims of infringement of third party copyright, patents, or other intellectual property, and third-party claims on Spices Board India provided however, (i) Spices Board notifies us in writing in a reasonable time frame on being aware of such claim, (ii) We, the Bidder has sole control of defence and all related settlement negotiations, (iii) Spices Board provides us with the assistance, information and authority reasonably necessary to perform the above, and (iv) Spices Board India does not make any statement or comments or representations about the claim without our prior written consent, except under due process of law or order of the court. It is clarified that we shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to Spices Board's (and/or its customers, users and agencies) rights, interest and reputation.

In the event that Spices Board India is called as a defendant for IPR infringement of patent, trademark or industrial design rights arising from use of any of the components of the supplied solution,

We, the said \_\_\_\_\_ Limited, on our own expense, will undertake to defend Spices Board.

Yours faithfully

(Name and Designation) of Authorized Official

**ANNEXURE VI****Format for Declaration**

Confidentiality Undertaking / Non- Disclosure Agreement

Ref No: \_\_\_\_\_

The Secretary  
Spices Board  
Sugandha Bhavan  
Palarivattom, Kochi  
Kerala

Dear Sir,

We acknowledge that during the course of bidding for Notice Inviting Tender for Selection of Public Relations (PR) Agency, we shall have access to and be entrusted with the Confidential Information. In this letter, the phrase "Confidential Information" shall mean information (whether of a commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise), whether oral or written, relating to Spices Board and its business that is provided to us pursuant to this Undertaking. In consideration of you providing opportunity to us to bid, and for this purpose making Confidential Information available to us, we agree to the terms set out below:

1. We shall treat all Confidential Information as strictly private and confidential and take all steps necessary (including but not limited to those required by this Undertaking), to preserve such confidentiality.
2. We shall use the Confidential Information solely for the preparation of our response to the tender and not for any other purpose.
3. We shall not disclose any Confidential Information to any other person or firm, other than the following:-
  - With your prior written consent, such consent not to be unreasonably withheld;
  - To the extent that such disclosure is required by law;
  - To the extent that such disclosure is required by any Rule or requirement of any regulatory

authority with which we are bound to comply; and

- To our professional advisors for the purposes of seeking advice. Such professional advisors will be informed of the need to keep the information confidential.

4.We shall not disclose or divulge any of the Confidential Information to any other client of \_\_\_\_\_ (name of the agency/service provider/implementation partner)

5.This Undertaking shall continue perpetually unless and to the extent that you may release it in writing and we shall be liable for any breach of the terms and conditions contained herein.

6.This Undertaking shall be governed by and construed in accordance with Indian Law and any dispute arising from it shall be subject to the exclusive jurisdiction of the courts in Ernakulam, Kerala.

Yours Sincerely,

Signature and Stamp of Company

Authorised Signatory

Designation:

Date:

## ANNEXURE VII

## TECHNICAL BID SUBMISSION FORM

		Details
1	Name	
2	Year of Establishment	
3	Place of Incorporation	
4	Address of Registered Office	
5	Address of Office in Kerala	
6	Details of Branches/Associates Outside Kerala (if any):	
7	Company Profile : (Include profiles of team members/ full time employees)	
8	Legal Status of Bidder : (proprietor/partnership/private ltd/public ltd)	
9	GST Registration (enclose copy) :	
10	PAN No (enclose copy) :	
11	Contact Details of CEO/Head of the Agency: (Name, address, phone, email, mobile)	
12	Work Experience (Provide details of Government /Ministries/PSUs clients)	
13	Domain Experience: (Provide details of experience in handling clients in food industry)	
14	Turnover: (Attach supporting documents)	

SIGNATURE &amp; NAME (along with seal)